

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

INTER-LOCAL GOVERNMENTAL AGREEMENT  
BETWEEN JACKSON COUNTY, MISSISSIPPI AND THE CITY OF GAUTIER, MISSISSIPPI  
FOR USE OF COUNTY OWNED VOTING MACHINES  
IN MUNICIPAL ELECTIONS

WHEREAS, the City of Gautier, Mississippi (hereinafter "CITY") and the Board of Supervisors of Jackson County, Mississippi (hereinafter "County") desire to work together to operate local government in an efficient and cost- effective manner; and

WHEREAS, the City and the County wish to enter into this agreement to allow the City to utilize the voting machines owned by Jackson County, Mississippi in the upcoming municipal elections in order to maximize efficiency in the provision of governmental services and minimize expenditures; and

WHEREAS the authority for municipal use of the County voting machines is set forth in Mississippi Code Annotated Section 23-15-405;

NOW THEREFORE, in consideration of the above and foregoing premises and under the authority of Sections 17-13-1 through 17-13-17, Mississippi Code of 1972, Annotated, and the further consideration of the mutual advantages and promises hereinafter contained, this contract and agreement is made and entered into on the date hereinafter stated by and between the City and the County; and the parties do contract and agree to the terms and conditions hereinafter set forth:

**DURATION.** The term of this agreement is for the period extending from March 1, 2013 through March 1, 2015.

**PURPOSE.** The purpose of this Agreement is to allow the City to utilize the County voting Machines for municipal elections as contemplated by MCA 23-15-405.

**ORGANIZATION.** There will be no separate legal or administrative entity created by this agreement.

a) COUNTY RESPONSIBILITIES.

- i. County agrees to allow City to utilize the Voting machines and system of the County for municipal elections under the terms and conditions herein;

b) CITY RESPONSIBILITIES.

- i. City will be allowed to utilize the voting machines and system of the County in its municipal elections provided that the municipality and its poll workers receive training in the use and care of the Voting System. Poll workers must have current certificates of training and if any

additional training is necessary for City's chosen poll workers it shall be at the city's sole expense.

- ii. City will make arrangements and have available technical support in the preparation and administration of the election at its own expense.
- iii. City will be solely responsible for receiving US Justice Department Section 5 Preclearance, if required.
- iv. City shall make arrangements with the County Election Commission for transport and return of the machines.
- v. Machines shall be returned to County in the same condition in which they were received and City shall be responsible to County for any damages thereto.
- vi. City shall be responsible for securing any services that it needs or desires from the County Election Commission and all reimbursement of expenses and payments associated therewith.

**AMENDMENT.** This agreement may be amended by either entity, upon joint written agreement of both entities, and the amendment shall be spread upon the minutes of both entities and forwarded to the Attorney General of the State of Mississippi for approval prior to enactment of any amendments.

**APPROVAL OF AGREEMENT.** This Agreement must be ratified and approved by the respective governing authorities prior to initiation, and this Agreement is expressly subject to the approval by the Attorney General of the State of Mississippi as required by Section 17-13-11, Mississippi Code 1972, Annotated.

IN WITNESS WHEREOF, the parties hereto have caused the execution and delivery of this

Agreement of this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

JACKSON COUNTY, MISSISSIPPI  
BOARD OF SUPERVISORS

CITY OF GAUTIER, MISSISSIPPI

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
City Clerk



